

## Terms of Business for Contractors

These terms and conditions will apply to and govern all contracts under which a Contractor agrees to render services to the Company's Client i.e. by agreeing to complete the Works under Instruction.

No variation of these terms and conditions shall be effective unless agreed in writing and signed by an authorised representative of the Company.

### 1. DEFINITIONS

In these terms and conditions and in all contracts to which these terms and conditions apply:

"The Company" shall mean BNS Ltd, which shall at all times be acting as disclosed agent of the Client.

"The Client" shall mean any entity (as assigned by the Company) to which any Contractor provides its services in order to complete the Works, and with whom it is contracting.

"The Fees" shall mean the fees payable to the Contractor, at the rates specified in the Purchase Order. The rates are calculated on the reasonable expectation that the Contractor will complete the Works within the period for completion as reasonably expected by the Client and with the degree of technical skill expected by the Client.

"The Contractor" shall mean the entity contracted to carry out the Works under a Purchase Order.

"The Works" shall mean the work allocated to the Contractor by the Company on behalf of the Client.

### 2. THE CONTRACTOR'S SERVICES

The Company will be solely responsible for allocating work to the Contractor and for supervising the execution of the works by the Contractor. Allocation of work and supervision is done by the Company on behalf of the Client.

The Contractor will be exclusively liable to the Client for any claim, loss, damage, cost or expense incurred by the Client or arising otherwise in connection with any act, omission or neglect on the part of the Contractor in, or in connection with, the execution of the Works.

The Contractor will carry out the Works to the best of its ability and in accordance with the details of the requirement and specification previously provided and use its best endeavours to complete the Works within the time required by the Client.

### 3. MATERIALS, TOOLS & EQUIPMENT

The Contractor will be responsible for the provision of all materials, tools & equipment required in the execution of the Works.

## 4. PAYMENT

a) The Client will be solely responsible for the payment of Fees to the Contractor in addition to any expenses which may have been previously agreed. For the avoidance of doubt, this means that the Company is NOT liable for payment of the Fees. All Contractor invoices must be made out to the Client, c/o the Company, and referring to the correct Purchase Order number. The Contractor will submit to the Company on a timely basis:

- i) Invoices in respect of the Works.
- ii) Expenses claims (where required) authorised by the Client or the Company.

The Company will use its reasonable commercial endeavours to make payment in respect of all properly submitted invoices within thirty days on behalf of the Client.

b) Fees will only be paid for the Works actually performed for the Client.

c) The Company reserves the right to set-off or make deductions from the Fees at any time for any monies owing to it or the Client by the Contractor.

## 5. EXPENSES

The Client will be responsible for payment to the Contractor of only those expenses incurred by the Contractor as shall have been previously approved in writing by the Client or the Company.

## 6. INSURANCE

During the currency of every contract between the Client and the Contractor, the Contractor will be required to maintain Public liability insurance cover in the sum of no less than one million pounds (£1,000,000), and Employers liability insurance cover of no less than five million pounds (£5,000,000).

## 7. HEALTH AND SAFETY AT WORK

The Contractor must comply with all relevant health and safety codes and legislations. A safe working method statement must be provided prior to the commencement of the Works. Where applicable, the Contractor will comply with the Construction (Design and Management) Regulations 2015.

## 8. USE OF MOTOR VEHICLES

The Contractor shall not cause, nor permit the use of any motor vehicle for any business purpose in connection with the Works, unless adequate third-party insurance is in force in respect of such use. The Contractor will at all times keep the Client indemnified against any liability (whether in respect of any insured risk or otherwise) incurred by the Client or arising in connection with the use of any motor vehicle for any such purpose.

## 9. TERMINATION

a) If the Works are not the degree of technical and professional skill as was expected by the Company or the Client in agreeing the rates of the Fees, or if the Contractor engaged on the Works shall be guilty of any criminal act, gross default or other misconduct in connection with or effecting the Works, then the Company may give notice to the Contractor terminating the use of the Contractor's services forthwith.

b) Subject to Paragraph a) above, the Company or the Contractor may terminate any contract relating to the supply of the Contractor's services at any time

c) Upon any such termination as aforesaid, the Client shall be liable to the Contractor for any payments or expenses payable up to the termination.

## 11. RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein shall constitute the relationship of employer and employee, a contract of employment or any partnership between the Company and the Contractor or between the Client and the Contractor. The Contractor expressly acknowledges that it is engaged under a contract for services only, and that all such contracts are between it and the Client.

## 12. PERFORMANCE OF THE CONTRACTS

The Contractor will not sub-contract the Works to any company, partnership or individual and the Works will be performed by the entity named overleaf unless otherwise agreed in writing by the Company.

## 14. CONDUCT OF CONTRACTOR

Conduct on site:

- The Contractor will carry ID so as to be identifiable to residents.
- The Contractor and any employees will conduct themselves in a courteous and professional manner.
- Smoking and the consumption of alcohol is not permitted.
- Any noise, smells, fumes and other forms of pollution and nuisance are to be kept to the minimum required to carry out the Works.
- The number of Contractor vehicles on site will be kept to the minimum possible.
- There must be no inappropriate comments or the use of inappropriate language.
- Only materials required to carry out the Works are to be brought onto the development.

When leaving site each day:

- All working areas are to be left in a safe and clean condition including the removal of all debris, rubbish and anything else that could constitute a hazard.
- All materials and equipment are to be properly secured.
- All access ladders are to be removed or made unscalable.
- Any surplus or unprotected materials are to be taken away.

- Scaffolding is to be properly secured.
- If hot works has been carried out, such works should cease at least one hour before leaving site and a thorough visual inspection must be made to ensure no combustible materials could ignite.

## 15. MODERN SLAVERY

Contractors must be able to confirm that they adhere to the requirements and moral codes of the Modern Slavery Act 2015. Have not on any occasion had a notice served upon them as an organisation, or any of the Directors of the organisation whether in their current position or as Directors of other organisations, for violations of the Modern Slavery Act 2015.

The Company reserved the right to terminate contracts both written and applied with any organisation found to have:

- An employee or workforce used by their organisation or by others working under their control, who are made to work on a compulsory or forced basis.
- Employees or workforce who do not supply their labour voluntarily in exchange for monetary and other remuneration, and are not free to withdraw from their engagement with the company.
- Removed from their employees or workforce documentation which allows them to freely work in the UK, or to travel outside of the UK, or which grants them special status due to qualification or condition.

## 16. DATA PROTECTION

The Contractor agrees that the Company is permitted to hold personal data about the Contractor in accordance with and to the extent permitted by the General Data Protection Regulation (GDPR) and agrees that personal data which has been or is in the future obtained by the Company may be held and processed by the Company for any purpose relating to the administration, management and operation of this Agreement or the provision of services by the Contractor or in relation to the Company's legal obligations or business needs.

The Contractor will adhere to the requirements of GDPR. Any personal information held about an individual such a telephone number or email address will only be used for the necessity in carrying out the Works and will be deleted as soon as it is no longer required.

## 17. GOVERNING LAW

The terms and conditions shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the English Courts.

## 18. LIMITATION OF LIABILITY

Save where prohibited by law, the maximum liability of the Company shall be limited to the Fee for the relevant Purchase Order.